

1 THE HONORABLE ROBERT S. LASNIK
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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 ARGENT CLASSIC CONVERTIBLE
11 ARBITRAGE FUND, L.P., on behalf of itself
12 and all others similarly situated,

13 Plaintiff,

14 v.

15 AMAZON.COM INC., JEFFREY P. BEZOS,
16 JILL COVEY, TOM A. ALBERG, SCOTT D.
17 COOK, L. JOHN DOERR, AND PATRICIA Q.
18 STONESIFER,

19 Defendants.

20 No. C01-0640L

21 CLASS ACTION

22 **FINAL JUDGMENT AND
23 ORDER OF DISMISSAL WITH
24 PREJUDICE**

25 This matter came before the Court for hearing pursuant to the Order of this Court, dated
26 July 11, 2005, on the application of the parties for approval of the settlement (the "Settlement")
27 set forth in the Stipulation of Settlement dated July 1, 2005 (the "Stipulation of Settlement").
28 The Court having considered all matters submitted to it at the hearing and otherwise; and it
29 appearing that a notice of the hearing substantially in the form approved by the Court was mailed
30 to all Persons or entities reasonably identifiable, who purchased the 6.875% Premium Adjusted
31 Convertibles Securities due 2010 ("PEACS") of Amazon.com, Inc. (the "PEACS") during the
32 period between February 7, 2000 through and including October 24, 2000 (the "Class Period"),
33 except those Persons or entities excluded from the definition of the Class, and that a summary
34 notice of the hearing substantially in the form approved by this Court was published once in the
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1 national edition of *Investor's Business Daily* and once in the global edition of *The Wall Street*
2 *Journal* pursuant to the specifications of the Court; and the Court having considered all papers
3 filed and proceedings had herein and otherwise being fully informed in the premises and good
4 cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as
5 follows:

6 1. This Judgment incorporates by reference the definitions of the Stipulation of
7 Settlement, and all terms used herein have the same meanings as set forth in the Stipulation of
8 Settlement.

9 2. This Court has jurisdiction over the subject matter of the Litigation and over all
10 parties to the Litigation, including all Members of the Class.

11 3. Pursuant to Federal Rule of Civil Procedure 23, this Court hereby approves the
12 Settlement set forth in the Stipulation of Settlement and finds that said Settlement is, in all
13 respects, fair, reasonable and adequate to the Class.

14 4. There being no Persons who have validly and timely requested exclusion for the
15 Class, the Litigation and all claims contained therein, as well as all of the Released Claims are
16 dismissed with prejudice as to the Lead Plaintiff and the other Members of the Class, and as
17 against the Released Amazon Parties. The Settling Parties are to bear their own costs, except as
18 provided in the Stipulation.

19 5. The Court finds that the Stipulation of Settlement and Settlement are fair,
20 reasonable, just and adequate as to each of the Settling Parties, and that the Stipulation of
21 Settlement and Settlement are hereby finally approved in all respects, and the Settling Parties are
22 hereby directed to perform its terms.

23 6. Upon the Effective Date hereof, the Lead Plaintiff and each of the Class Members
24 shall be deemed to have, and by operation of this Judgment shall have, fully, finally and forever

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1 released, relinquished and discharged all Released Claims against the Released Amazon Parties,
 2 whether or not such Class Member executes and delivers the Proof of Claim and Release.

3 7. All Class Members are hereby forever barred and enjoined from prosecuting all
 4 claims (including “Unknown Claims” as defined in ¶1.27 of the Stipulation of Settlement),
 5 demands, rights, liabilities and causes of action under federal or state law, including the
 6 Securities Act of 1933, whether based upon statutory or common law, whether class or
 7 individual in nature, known or unknown, concealed or hidden, and that either were asserted or
 8 could have asserted, by any Lead Plaintiff or Class Member against the Released Amazon Parties
 9 arising from both: (a) the purchase of PEACS during the Class Period, and (b) the acts, facts,
 10 statements, or omissions that were or could have been alleged in the Litigation (the “Released
 11 Claims”) against each and all of the Defendants and their Related Persons (the “Released
 12 Amazon Parties”); provided, however, that Released Claims do not include any claims under
 13 the Securities Act of 1934 asserted in *In re Amazon.com, Inc. Securities Litigation*, Master File
 14 No. C-01-0358-L, pending in the United States District Court for the Western District of
 15 Washington.

16 8. Upon the Effective Date hereof, each of the Released Amazon Parties shall be
 17 deemed to have, and by operation of this Judgment shall have, fully, finally, and forever
 18 released, relinquished and discharged each and all claims (including, but not limited to,
 19 “Unknown Claims” as defined in ¶1.27 of the Stipulation of Settlement), demands, losses, rights,
 20 and causes of action of any nature whatsoever, whether known or unknown, whether suspected
 21 or unsuspected, whether concealed or hidden, that have been or could have been asserted in the
 22 Litigation or any forum by the Defendants or any of them or the successors and assigns of any of
 23 them against Lead Plaintiff or any Class Members or Plaintiff’s Counsel, which arise out of or
 24 relate in any way to the institution, prosecution, assertion, settlement or resolution of the
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1 Litigation (except for claims to enforce the Stipulation of Settlement) (the "Settled Defendants'
 2 Claims"); provided, however, that Settled Defendants' Claims do not include any claims or
 3 defenses arising out of or related to *In re Amazon.com, Inc. Securities Litigation*, Master File No.
 4 C-01-0358-L, pending in the United States District Court for the Western District of
 5 Washington.

6 9. The Notice of Pendency and Proposed Settlement of Class Action given to the
 7 Class was the best notice practicable under the circumstances, including the individual notice to
 8 all Members of the Class who could be identified through reasonable effort. Said notice
 9 provided the best notice practicable under the circumstances of those proceedings and of the
 10 matters set forth therein, including the proposed settlement set forth in the Stipulation of
 11 Settlement, to all Persons entitled to such notice, and said notice fully satisfied the requirements
 12 of Federal Rule of Civil Procedure 23, the Securities Act of 1933 as amended by the Private
 13 Securities Litigation Reform Act of 1995, 15 U.S.C. §77z-1(a)(7), due process, and any other
 14 applicable law.

15 10. Any Plan of Allocation submitted by Lead Plaintiff's counsel or any order entered
 16 regarding the attorneys' fee and expense application shall in no way disturb or affect this Final
 17 Judgment and shall be considered separate from this Final Judgment.

18 11. Neither the Stipulation of Settlement nor the Settlement contained therein, nor any
 19 act performed or document executed pursuant to or in furtherance of the Stipulation of
 20 Settlement or the settlement: (a) is or may be deemed to be or may be used as an admission or,
 21 or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the
 22 Defendants, or (b) is or may be deemed to be or may be used as an admission of, or evidence or,
 23 any fault or omission of any of the Defendants in any civil, criminal or administrative proceeding
 24 in any court, administrative agency or other tribunal. Defendants may file the Stipulation of
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1 Settlement and/or the Judgment from this action in any other action that may be brought against
 2 them in order to support a defense or counterclaim based on principles of *res judicata*, collateral
 3 estoppel, release, good faith settlement, judgment bar or reduction or any theory of claim
 4 preclusion or issue preclusion or similar defense or counterclaim.

5 12. Without affecting the finality of this Judgment in any way, this Court hereby
 6 retains continuing jurisdiction over: (a) implementation of this settlement and any award or
 7 distribution of the Settlement Fund, including interest earned thereon; (b) final disposition of the
 8 Settlement Fund, including disposition of residual, unclaimed Settlement funds (if any) to charity
 9 at Lead Counsel's request; (c) hearing and determining applications for attorneys' fees, interest
 10 and expenses in the Litigation; and (d) all parties hereto for the purpose of construing, enforcing
 11 and administering the Stipulation of Settlement.

12 13. The Court finds that during the course of the Litigation, the Settling Parties and
 13 their respective counsel at all times complied with the requirements of Federal Rule of Civil
 14 Procedure 11.

15 14. In the event that the Settlement does not become effective in accordance with the
 16 terms of the Stipulation of Settlement or in the event that the Settlement Fund, or any portion
 17 thereof, is returned to the Defendants, then this Judgment shall be rendered null and void to the
 18 extent provided by and in accordance with the Stipulation of Settlement and shall be vacated and,
 19 in such event, all orders entered and releases delivered in connection herewith shall be null and
 20 void to the extent provided by and in accordance with the Stipulation of Settlement.

21 15. There is no just reason for delay in the entry of this Order and Final Judgment and
 22 immediate entry by the Clerk of the Court is expressly directed pursuant to Rule 54(b) of the
 23 Federal Rules of Civil Procedure.

1 IT IS SO ORDERED.
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3 DATED this 20th day of October, 2005.
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7 Robert S. Lasnik
8 United States District Judge
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10 Presented by:
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12 **McKAY CHADWELL, PLLC**
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14 s/ Michael D. McKay
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16 Michael D. McKay, WSBA #7040
17 David E. Wilson, WSBA #11328
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19 Attorneys for Plaintiffs, Argent Classic
20 Convertible Arbitrage Fund, L.P., on
behalf of itself and all others similarly situated
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